



VILLAGE PRESIDENT

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VILLAGE CLERK

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ELLEN LEAHY

FRANK J. MADARAS

PATRICK POWERS

MEMORANDUM

TO: Village Administrator

FROM: Vijay Gadde, Community Development Director

DATE: February 1, 2023

SUBJECT: A Resolution to reduce the Security Bond for NTT Global Data Centers (CH1) located at 255 Pierce Road

RECOMMENDED MOTION: Move to reduce the Security Bond for NTT Global Data Centers (CH1) to 10% of the cost of completed improvements for the remaining maintenance period.

INTRODUCTION

As part of the construction and development of the NTT Global Data Centers (CH1), located at 255 Pierce Road, the developer provided a security bond in the amount of \$635,755.65. The project engineer, RWG Engineering, LLC., is requesting to reduce the security bond to 10% of the cost of completed improvements for the remaining maintenance period.

DISCUSSION

Please see Attachment 1 for a detailed explanation by Village Engineer Mark Wesolowski. The project improvements were approved in 2021, but the security bond was not reduced to 10% for the 3-year maintenance period. The requested security bond reduction for maintenance would be in effect for the remaining 1-year maintenance period.

FISCAL IMPACT

Considering the completion of the improvements, the Village Engineer recommends reducing the Security Bond from \$635,755.65 to \$167,871.75, which is 10% of the cost of completed improvements.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Committee of the Whole on February 7, 2023, for consideration and approval.

AFTER ACTION STEPS

Year 3 of the maintenance plan will be included in the Phase 2 Surety Bond which has been provided by the developer.

ATTACHMENT

1. Letter from Robinson Engineering dated 1-31-23



TO: Village of Itasca
 Vijay Gadde - Community Development Director
 Mo Khan – Planner

FROM: Mark A. Wesolowski, PE - Consulting Engineer

DATE: January 31, 2023

RE: NTT (Raging Wire) – Phase 1
 Security Bond Reduction Request #2
 REL Project # 16-R0675

We have received the attached request from Mr. Andrey V. Strelkov of RWG Engineering, LLC, on behalf of Raging Wire, to reduce the Security Bond to 10% for the 3-year maintenance period. The project improvements were approved in 2021, but the Security Bond was not reduced to the 10% maintenance amount at that time. The requested reduced Security Bond for maintenance would be in effect for the remaining 1-year maintenance period. Record Drawings were previously reviewed as part of the initial reduction request #1.

Based on a review of this request, we recommend reduction of the Security Bond as follows:

Current Atlantic Specialty Insurance Company Bond #800046575 Amount: \$635,755.65

Completed Improvements

Demolition, Excavation, Grading, & Erosion Control.....	\$367,593.25
Sanitary Sewer.....	\$157,305.00
Water Main.....	\$389,401.00
Storm Sewer.....	\$303,698.20
Paving, Curbs, Sidewalk.....	\$66,835.00
Public Landscaping, VC Basin, BMP.....	\$113,885.00
Private Lighting.....	\$0.00
<u>Traffic Signal Modifications.....</u>	<u>\$280,000.00</u>

Cost of Completed Improvements..... \$1,678,717.45

New Bond Amount Calculations

10% of Cost of Completed Improvements..... \$167,871.75

Recommended Reduced Bond Amount (Maintenance).....\$167,871.75

Note that As-built drawings were previously reviewed and Year 3 of the M&M plan for the BMP will be included in the Phase 2 Surety which has been provided by the Developer. Contractor waivers of lien were also provided and enclosed.

Should you have any questions or require additional information, please don't hesitate to contact me.

Sincerely,
 Robinson Engineering, Ltd.

Mark A. Wesolowski, PE, CFM
 Senior Project Manager
 Encl.



975 E. 22nd Street, Suite 400
 Wheaton, IL 60189
 630.480.7889
www.rwg-engineering.com

ENGINEER'S RECOMMENDATION OF SECURITY REDUCTION (NO 2)

for

RAGINGWIRE PUBLIC IMPROVEMENT SECURITY BONDING WITH VILLAGE OF ITASCA

ITASCA, ILLINOIS

(CURRENT POSTED SECURITY BOND IS IN THE AMOUNT OF \$2,290,905.10)

NOTE: THIS IS A SUBSET OF THE TOTAL EOPC - ITASCA SECURITY BONDING

DATE: 1/13/2023

FILE: 295-128-17

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>AMOUNT REMAINING</u>
A. DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL								
1.	SILT FENCE (REGULAR)	6,130	L.F.	\$ 2.50	\$ 15,325.00	100	\$ 15,325.00	\$ -
2.	SILT FENCE (COLOR or w/ORANGE CONST FENCE)	1,600	L.F.	\$ 3.75	\$ 6,000.00	100	\$ 6,000.00	\$ -
3.	CONSTRUCTION ENTRANCE	1	EA.	\$ 4,500.00	\$ 4,500.00	100	\$ 4,500.00	\$ -
4.	REMOVE ONSITE STORM PIPE	250	L.F.	\$ 10.00	\$ 2,500.00	100	\$ 2,500.00	\$ -
5.	REMOVE CONCRETE SIDEWALK	3,400	S.F.	\$ 3.50	\$ 11,900.00	100	\$ 11,900.00	\$ -
6.	SAWCUT EXIST CURB TO DEPRESSED CONDITION	44	L.F.	\$ 12.00	\$ 528.00	100	\$ 528.00	\$ -
7.	REMOVE EXIST CURB & GUTTER	610	L.F.	\$ 12.00	\$ 7,320.00	100	\$ 7,320.00	\$ -
8.	REMOVE EXIST ASPHALT PATHWAY	1,720	S.Y.	\$ 12.00	\$ 20,640.00	100	\$ 20,640.00	\$ -
9.	REMOVE EXIST TREES	5	EA.	\$ 375.00	\$ 1,875.00	100	\$ 1,875.00	\$ -
10.	MASS GRADE SITE	18.91	AC.	\$ 10,500.00	\$ 198,555.00	75	\$ 148,916.25	\$ 49,638.75
11.	OFFSITE GRADING	2.12	AC.	\$ 6,500.00	\$ 13,780.00	100	\$ 13,780.00	\$ -
12.	TOPSOIL RESPREAD & SEED (4")	12,680	S.Y.	\$ 2.25	\$ 28,530.00	75	\$ 21,397.50	\$ 7,132.50
13.	TOPSOIL RESPREAD & SEED or SOD (6")	19,520	S.Y.	\$ 3.75	\$ 73,200.00	75	\$ 54,900.00	\$ 18,300.00
14.	DITCH CHECKS	4	EA.	\$ 175.00	\$ 700.00	100	\$ 700.00	\$ -
15.	INLET BASKETS	35	EA.	\$ 200.00	\$ 7,000.00	70	\$ 4,900.00	\$ 2,100.00
16.	EROSION CONTROL BLANKET	36,780	S.Y.	\$ 1.90	\$ 69,882.00	75	\$ 52,411.50	\$ 17,470.50
TOTAL DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL					\$ 462,235.00		\$ 367,593.25	\$ 94,641.75

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>AMOUNT REMAINING</u>
B. SANITARY SEWER								
1.	6" PVC SANITARY SEWER	110	L.F.	\$ 40.00	\$ 4,400.00	50	\$ 2,200.00	\$ 2,200.00
2.	8" PVC SANITARY SEWER	1,135	L.F.	\$ 55.00	\$ 62,425.00	80	\$ 49,940.00	\$ 12,485.00
3.	8" PVC SANITARY SEWER (C900 PIPE)	251	L.F.	\$ 65.00	\$ 16,315.00	100	\$ 16,315.00	\$ -
4.	AUGER & INSTALL 16'x3/8" STEEL CASING PIPE	80	L.F.	\$ 400.00	\$ 32,000.00	100	\$ 32,000.00	\$ -
5.	48" DIA MANHOLE TYPE A	7	EA.	\$ 2,800.00	\$ 19,600.00	85	\$ 16,660.00	\$ 2,940.00
6.	60" DIA MANHOLE TYPE A (INSP MH)	2	EA.	\$ 3,500.00	\$ 7,000.00	50	\$ 3,500.00	\$ 3,500.00
7.	CONNECT TO EXIST MANHOLE	1	EA.	\$ 1,200.00	\$ 1,200.00	100	\$ 1,200.00	\$ -
8.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	780	L.F.	\$ 65.00	\$ 50,700.00	70	\$ 35,490.00	\$ 15,210.00
TOTAL SANITARY SEWER					\$ 193,640.00		\$ 157,305.00	\$ 36,335.00
C. WATERMAIN								
1.	8" DIWM CL 52, INCL FITTINGS & WRAP	4,180	L.F.	\$ 65.00	\$ 271,700.00	73	\$ 198,341.00	\$ 73,359.00
2.	FIRE HYDRANT w/8"x6" TEE, AUX VALVE, & 6" SERVICE LEAD	17	EA.	\$ 3,800.00	\$ 64,600.00	70	\$ 45,220.00	\$ 19,380.00
3.	8" VALVE IN 48" VAULT	10	EA.	\$ 3,200.00	\$ 32,000.00	90	\$ 28,800.00	\$ 3,200.00
4.	8" VALVE IN 60" VAULT w/PRESSURE CONNECTION	2	EA.	\$ 6,500.00	\$ 13,000.00	100	\$ 13,000.00	\$ -
5.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	3,400	L.F.	\$ 34.00	\$ 115,600.00	90	\$ 104,040.00	\$ 11,560.00
TOTAL WATERMAIN					\$ 496,900.00		\$ 389,401.00	\$ 107,499.00
D. STORM SEWER								
1.	4" PERF PVC UNDERDRAIN w/CA-7 ENCASEMENT & WRAP	570	L.F.	\$ 25.00	\$ 14,250.00	100	\$ 14,250.00	\$ -
2.	6" PVC (C900) STORM SEWER	377	L.F.	\$ 28.00	\$ 10,556.00	100	\$ 10,556.00	\$ -
3.	8" PVC (C900) STORM SEWER	768	L.F.	\$ 30.00	\$ 23,040.00	60	\$ 13,824.00	\$ 9,216.00
4.	12" PVC SDR 26 STORM SEWER	73	L.F.	\$ 34.00	\$ 2,482.00	100	\$ 2,482.00	\$ -
5.	12" PVC (C900) STORM SEWER	455	L.F.	\$ 36.00	\$ 16,380.00	34	\$ 5,569.20	\$ 10,810.80
6.	16" PVC SDR 26 STORM SEWER	532	L.F.	\$ 38.00	\$ 20,216.00	24	\$ 4,851.84	\$ 15,364.16
7.	16" PVC (C900) STORM SEWER	340	L.F.	\$ 40.00	\$ 13,600.00	100	\$ 13,600.00	\$ -
8.	12" RCP CL IV STORM SEWER	411	L.F.	\$ 30.00	\$ 12,330.00	58	\$ 7,151.40	\$ 5,178.60
9.	15" RCP CL IV STORM SEWER	358	L.F.	\$ 34.00	\$ 12,172.00	100	\$ 12,172.00	\$ -
10.	18" RCP CL IV STORM SEWER	346	L.F.	\$ 36.00	\$ 12,456.00	100	\$ 12,456.00	\$ -
11.	18" RCP CL IV STORM SEWER (ASTM C361)	60	L.F.	\$ 38.00	\$ 2,280.00	100	\$ 2,280.00	\$ -
12.	24" RCP CL IV STORM SEWER	719	L.F.	\$ 46.00	\$ 33,074.00	74	\$ 24,474.76	\$ 8,599.24
13.	30" RCP CL IV STORM SEWER	120	L.F.	\$ 55.00	\$ 6,600.00	0	\$ -	\$ 6,600.00
14.	36" RCP CL IV STORM SEWER	983	L.F.	\$ 60.00	\$ 58,980.00	65	\$ 38,337.00	\$ 20,643.00
15.	36" RCP CL IV STORM SEWER (ASTM C361)	264	L.F.	\$ 62.00	\$ 16,368.00	0	\$ -	\$ 16,368.00
16.	24" DIA STORM INLET	12	EA.	\$ 900.00	\$ 10,800.00	83	\$ 8,964.00	\$ 1,836.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>AMOUNT REMAINING</u>
17.	36" DIA STORM INLET	1	EA.	\$ 950.00	\$ 950.00	100	\$ 950.00	\$ -
18.	48" DIA CATCH BASIN	10	EA.	\$ 2,250.00	\$ 22,500.00	70	\$ 15,750.00	\$ 6,750.00
19.	60" DIA CATCH BASIN	11	EA.	\$ 2,700.00	\$ 29,700.00	64	\$ 19,008.00	\$ 10,692.00
20.	72" DIA CATCH BASIN	1	EA.	\$ 3,600.00	\$ 3,600.00	0	\$ -	\$ 3,600.00
21.	48" DIA STORM MANHOLE	2	EA.	\$ 2,000.00	\$ 4,000.00	50	\$ 2,000.00	\$ 2,000.00
22.	60" DIA STORM MANHOLE	3	EA.	\$ 2,400.00	\$ 7,200.00	33	\$ 2,376.00	\$ 4,824.00
23.	12" DIA RCP FES w/GRATE & RIP RAP	1	EA.	\$ 1,500.00	\$ 1,500.00	100	\$ 1,500.00	\$ -
24.	24" DIA RCP FES w/GRATE & RIP RAP	1	EA.	\$ 2,500.00	\$ 2,500.00	100	\$ 2,500.00	\$ -
25.	30" DIA RCP FES w/GRATE & RIP RAP	2	EA.	\$ 2,800.00	\$ 5,600.00	100	\$ 5,600.00	\$ -
26.	36" DIA RCP FES w/GRATE & RIP RAP	3	EA.	\$ 3,200.00	\$ 9,600.00	100	\$ 9,600.00	\$ -
27.	SPECIAL OUTFALL STRUCTURE	1	EA.	\$ 4,200.00	\$ 4,200.00	100	\$ 4,200.00	\$ -
28.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	4,260	L.F.	\$ 28.00	\$ 119,280.00	70	\$ 83,496.00	\$ 35,784.00
TOTAL STORM SEWER					\$ 461,964.00		\$ 303,698.20	\$ 158,265.80

E. PAVING, CURBS, SIDEWALK

1.	B6.12 CONCRETE CURB & GUTTER	60	L.F.	\$ 16.00	\$ 960.00	100	\$ 960.00	\$ -
2.	PARKING STALL ASPHALT PAV'T (1 1/2", 2 1/2", 10" AGG)	0	S.Y.	\$ 34.00	\$ -		\$ -	\$ -
3.	HEAVY DUTY ASPHALT PAV'T (1 1/2", 3 1/2", 10" AGG)	0	S.Y.	\$ 36.50	\$ -		\$ -	\$ -
4.	CONC TRUCK DOCK PAV'T (8" PCC on 6" AGG)	0	S.Y.	\$ 45.00	\$ -		\$ -	\$ -
5.	PIERCE RD L.T. PAV'T (1 1/2", 1 1/2", 6" BAM, 8" AGG)	385	S.Y.	\$ 55.00	\$ 21,175.00	100	\$ 21,175.00	\$ -
6.	CONC SIDEWALK (5" PCC on 4" AGG)	2,520	S.F.	\$ 5.50	\$ 13,860.00	100	\$ 13,860.00	\$ -
7.	ASPHALT TRAIL (1 1/2", 1 1/2", 6" AGG)	1,040	S.Y.	\$ 28.50	\$ 29,640.00	100	\$ 29,640.00	\$ -
8.	PAVEMENT STRIPES / SYMBOLS / SIGNAGE (PIERCE ROAD ONLY)	1	L.S.	\$ 1,200.00	\$ 1,200.00	100	\$ 1,200.00	\$ -
9.	ELECTRIC YARD AGGREGATE (14" CA-6 w/FABRIC)	0	S.Y.	\$ 12.00	\$ -		\$ -	\$ -
TOTAL PAVING, CURBS, SIDEWALK					\$ 66,835.00		\$ 66,835.00	\$ -

F. PUBLIC LANDSCAPING, VC BASIN BMP IMPROVEMENTS

1.	VC BASIN SPECIAL SOIL MIX / INSTALLATION	2,650	C.Y.	\$ 25.00	\$ 66,250.00	100	\$ 66,250.00	\$ -
2.	BASIN PLANTING	4,570	S.Y.	\$ 5.50	\$ 25,135.00	100	\$ 25,135.00	\$ -
3.	BASIN MGMT / EROSION CONTROL DURING ESTABLISHMENT (3 YR)	3	EA.	\$ 7,500.00	\$ 22,500.00	66.67	\$ 15,000.00	\$ 7,500.00
4.	ANNUAL MONITORING / REPORT - (3 YR)	3	EA.	\$ 2,750.00	\$ 8,250.00	66.67	\$ 5,500.00	\$ 2,750.00
5.	PUBLIC STREET TREES IN PIERCE RD ROW	5	EA.	\$ 400.00	\$ 2,000.00	100	\$ 2,000.00	\$ -
TOTAL PUBLIC LANDSCAPING / VC BASIN BMP IMPROVEMENTS					\$ 124,135.00		\$ 113,885.00	\$ 10,250.00

G. PRIVATE LIGHTING

1.	PRIVATE LIGHT POLE, LUMINAIRE, FOUNDATION, WIRING	0	EA.	\$ 2,950.00	\$ -		\$ -	\$ -
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>AMOUNT REMAINING</u>
	TOTAL PRIVATE LIGHTING				\$ -		\$ -	\$ -
H. TRAFFIC SIGNAL MODIFICATIONS								
1.	TRAFFIC SIGNAL MODIFICATIONS COMPLETE PER CIVILTECH PLANS	1	EA.	\$ 280,000.00	\$ 280,000.00	100	\$ 280,000.00	\$ -
	TOTAL TRAFFIC SIGNAL MODIFICATIONS				\$ 280,000.00		\$ 280,000.00	\$ -

SUMMARY (COMPLETED PHASE 1 WORK)

A. DEMOLITION, EXCAVATION, GRADING & EROSION CONTROL	\$ 367,593.25
B. SANITARY SEWER	\$ 157,305.00
C. WATERMAIN	\$ 389,401.00
D. STORM SEWER	\$ 303,698.20
E. PAVING, CURBS, SIDEWALK	\$ 66,835.00
F. PUBLIC LANDSCAPING, VC BASIN BMP IMPROVEMENTS	\$ 113,885.00
G. PRIVATE LIGHTING	\$ -
H. TRAFFIC SIGNAL MODIFICATIONS	\$ 280,000.00
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SUBTOTAL	\$ 1,678,717.45
10% OF COMPLETED PHASE 1 AS MAINTENANCE	\$ 167,871.75
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REVISED AMOUNT OF ITASCA SECURITY BONDING	\$ 167,871.75

**ALL OUTSTANDING ITEMS ARE INCLUDED WITHIN A PHASE 2 PROJECT SECURITY BOND.
(I.E. YEAR 3 OF VC BASIN MONITORING AND MAINTENANCE, GRADING, UTILITY WORK)**

NOTE: THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED ON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COSTS.

FINAL WAIVER OF LIEN

State of Illinois
County of DuPage

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Clune Construction Company
to furnish Site Work
for the premises know as RagingWire Data Center -CH1 Data Center Project 755 Pierce Rd Itasca, IL 60143
of which RagingWire Data Centers., Inc. is the owner.

THE undersigned, for and in consideration of Five thousand five hundred dollars and 00/100
\$5,500.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien, under the statutes of the state of Illinois, relating to mechanics; liens, with respect
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished,
and on the moneys, funds or other considerations due or to become due from the Owner, on account of all labor, services, material, fixtures,
apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described
premises, INCLUDING EXTRAS.*

DATE 4/8/2022 COMPANY NAME Abbey Paving Co., Inc.
ADDRESS 1949 County Line Road, Aurora, IL 60502

SIGNATURE AND TITLE 
John Gillian - President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED John Gillian BEING DULY SWORN, DEPOSES AND SAYS
THAT HE OR SHE IS President OF
Abbey Paving Co., Inc. WHO IS THE
CONTRACTOR FURNISHED Site Work WORK ON THE BUILDING
LOCATED AT RagingWire Data Center -CH1 Data Center Project 755 Pierce Rd Itasca, IL 60143
OWNED BY RagingWire Data Centers., Inc.

That the total amount of the contract including extras* is \$667,135.00 on which he or she has received payment of
\$661,635.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said
work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned
include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Abbey Paving Co., Inc.	Site Work	\$362,013.66	\$356,513.66	\$5,500.00	\$0.00
VCNA Prairie, LLC	Ready Mix	\$78,217.93	\$78,217.93	\$0.00	\$0.00
Builders Asphalt, LLC	Asphalt	\$226,903.41	\$226,903.41	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$667,135.00	\$661,635.00	\$5,500.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4/8/2022 SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8 DAY OF April 2022

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF McHenry

Escrow #
Gty#
Loan #

TO WHOM IT MAY CONCERN:

Where as the undersigned has been employed by Clune Construction to furnish Excavation for the premises known as Raging Wire Data Centers - CH1 Data Center Project 755 Pierce Rd. Itasca, IL 60143 of which Ragingwire Data Centers, Inc. is the owner.

The undersigned for and in consideration of One Hundred Twenty Eight Thousand Two Hundred Forty Seven and 65/100 \$128,247.65 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or rights to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises INCLUDING EXTRAS.*

Given under my hand and sealed this: June 6, 2022
COMPANY NAME: Lima Contractors, Inc.
ADDRESS: 5419 Hayden Ln. Ringwood, IL 60072

SIGNATURE AND TITLE: Kelly Thomson Project Mgr.

Note: All waivers must be for the full amount paid. If waiver is for a corporation, a corporate name should be used, corporate seal affixed and the title of officer signing waiver should be set forth; if waiver is for partnership, the partnership name should be used, partner should sign and designate himself as partner.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF McHenry

TO WHOM IT MAY CONCERN:

The undersigned, Kelly Thomson being duly sworn, deposes and says that he or she is Project Manager of Lima Contractors, Inc. who is the contractor furnishing Excavation on the building located at Raging Wire Data Centers - CH1 Data Center Project 755 Pierce Rd. Itasca, IL 60143 owned by Ragingwire Data Centers, Inc.

That the total amount of the contract including extras* is \$ 5,136,935.91 on which he or she has received payment of \$ 5,008,688.2 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to the plans and specifications:

Table with 6 columns: NAME, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Rows include Lima Contractors, Inc., Rock Solid Stabilization, Vulcan, Tonyan, Welch Bros., Inc., Mid American Water of Wauconda, Inc., and a TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE row.

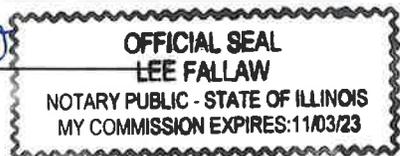
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than stated above.

DATE: June 6, 2022

SIGNATURE: Kelly Thomson

Subscribed and sworn to before me this 6 day of June, 2022

Lee Fallaw



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

SURETY INCREASE/DECREASE RIDER

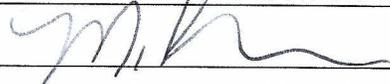
To be attached to and form a part of Performance and Payment Bonds for the Contract described as: Grading Permit Bond, Bond No. 800046575 dated October 25, 2019 executed by NTT Global Data Centers CH, LLC, as Principal, and Atlantic Specialty Insurance Company, as Surety, in favor of City of Itasca, as Obligee.

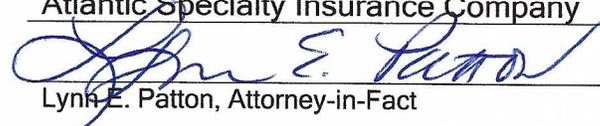
In consideration of the premium charged, it is understood and agreed that, effective on June 1, 2021, the bond amount on the above described Bond is hereby amended as follows:

Decreased from Two Million Two Hundred Ninety Thousand Nine Hundred Five & 10/100 Dollars (\$2,290,905.10)
to Six Hundred Thirty Five Thousand Seven Hundred Fifty Five & 65/100 Dollars (\$635,755.65)

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than as stated above.

Signed, sealed and dated this 9th day of December 2021.

By NTT Global Data Centers CH, LLC

Principal

By Atlantic Specialty Insurance Company

Lynn E. Patton, Attorney-in-Fact
Surety

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)

On December 17, 2024 before me, Kristal Strahlendorf, Notary Public,
(here insert name and title of the officer)

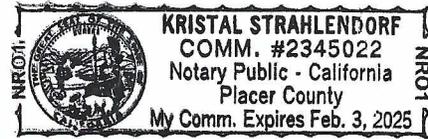
personally appeared Meghan Krafka

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristal Strahlendorf



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Society Increase/Decrease
 containing 1 pages, and dated 12/9/2024.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on: Page # _____ Entry # _____</p> <p>Notary contact: _____</p>
<p>Other</p> <p><input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)</p> <p><input type="checkbox"/> _____</p>

California All Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 12-9-2021, before me, Rosalie A. Miszkiel, Notary Public
Date Name & Title of Officer/Notary

personally appeared Lynn E. Patton
Names(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicole S. Moon, Lynn E. Patton, David A. Weise**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

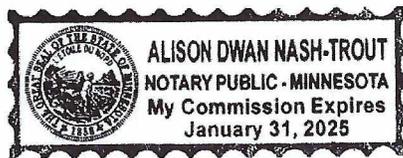
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trount
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of December, 2021.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

RESOLUTION NO. 1418-23

**A RESOLUTION FOR A PARTIAL RELEASE OF
SECURITY BOND NO. 80046575 (NTT GLOBAL DATA CENTERS)**

WHEREAS, as part of the construction and development of the data center at 255 Pierce Road, the developer, NTT Global Data Centers CH, LLC (Raging Wire) (herein “Developer”) provided the Village of Itasca with a Security Bond for certain site improvements in the amount of \$2,290,905.10 (Bond No. 80046575), issued by Atlantic Specialty Insurance Company; and

WHEREAS, on December 9, 2021, the Security Bond No. 80046575 was decreased to \$635,755.65 after the necessary site improvements were completed; and

WHEREAS, the Developer is now requesting a reduction in its Security Bond No. 80046575; and

WHEREAS, the Village Engineer has determined that the Developer has completed the required site improvements in conformance with the approved plans and specifications; and

WHEREAS, the Village Engineer recommends that Security Bond No. 80046575 be reduced to \$167,871.75, which is 10% of the cost of the completed improvements, for the remaining three-year maintenance period.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The corporate authorities of the Village of Itasca hereby approve a reduction in the Security Bond No. 80046575 be reduced to \$167,871.75, as recommended by the Village Engineer.

SECTION THREE: The Village President and/or Village Engineer is hereby authorized to certify, if requested, such reduction to the financial institution which issued the Security Bond No. 80046575.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Daly	Trustee Gavaness	Trustee Leahy	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 21st day of February, 2023.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi